



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, March 27, 2012 at 7:00 PM
City Council Chambers, Room 202

1. APPROVAL OF RECORDS OF THE PREVIOUS MEETING

2. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING

3. COMMUNICATIONS FROM THE MAYOR

3.1. Communication from Mayor Fiorentini submitting Labor Agreements for two consolidated contracts between Teamsters Local 170 and the City of Haverhill Attachment

3.1.1. Water Purification Group Attachment

3.1.2. Conservation Officers, Dog Officers, Police Mechanics (Motor Equipment Repairmen), Police Building Maintenance Craftsmen/Custodians, and Public Property Building Custodians Group Attachment

4. UTILITY HEARING(S) AND RELATED ORDER(S)

NO SCHEDULE

5. APPOINTMENTS

5.1. **Confirming Appointments:**

NO SCHEDULE

5.2. **Non-Confirming Appointments:**

NO SCHEDULE

6. PETITIONS

6.1. **Applications:**

6.1.1. **Tag Days**

6.1.1.1. Haverhill Boxing Club
April 13 & 14th

Attachment

6.1.1.2. Haverhill High Field Hockey
October 6 & 7th

Attachment

6.1.2. New Application for Hawker Peddler License from Jim Conroy to sell hot dogs, chips, soda, cookies, canned chili, water, and slush at Bradford Common; April 1st to November 1st; Sunday to Saturday 9 am to 9 pm Attachment

6.1.2.1. Application from Kim Therrien as an employee of a Hawker Peddler, Jim Conroy at the Bradford Common Attachment



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, March 27, 2012 at 7:00 PM
City Council Chambers, Room 202

- 6.1.3. Application from Adam Evers for a Benefit Pro Wrestling Show to be held Saturday, April 28th at Sacred Hearts School, 31 South Chestnut st, Bradford; 7 pm to 11 pm Attachment

7. HEARINGS AND RELATED ORDERS

NO SCHEDULE

8. MOTIONS AND ORDERS

NO SCHEDULE

9. UNFINISHED BUSINESS OF PRECEDING MEETINGS

- 9.1. Document 37, Petition from James Jajuga, President/CEO Greater Haverhill Chamber of Commerce submitting application for permit to hold annual KidsFEST, Sunday, May 6th; 8 am to 5 pm with rain date of May 20th; on upper parking deck Merrimack st and also has several related requests

Attachment

10. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES

- 10.1. Communications from Councilors:

NO SCHEDULE

11. RESOLUTIONS AND PROCLAMATIONS

- 11.1. Proclamation – Donate Life Month, April 2012

Attachment

12. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

- 12.1. Council Committee Reports:

NO SCHEDULE

- 12.2. Documents referred to Committee Study

Attachment

13. ADJOURN



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
WWW.CI.HAVERHILL.MA.US

March 19, 2012

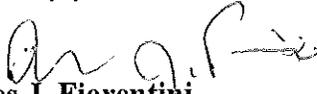
City Council President John A. Michitson
& Members of the City Council

RE: Teamsters Local 170 – Consolidated

Dear Mr. President and City Council Members:

Enclosed, please find two (2) consolidated contracts with the Teamster Local #170, *Water Purification Group and Conservation, Dog Officers, Police Mechanics, Police Building Maintenance Craftsman/Custodian, Building Custodian Group* to be placed on file.

Very truly yours,


James J. Fiorentini
Mayor

JJF/lk
Encl.



Haverhill

Human Resources Department, Room 306

Phone: (978) 374-2357 Fax: (978) 374-2343

Mary Carrington, HR Director – mcarrington@cityofhaverhill.com

Denise McClanahan, HR Technician – dmccclanahan@cityofhaverhill.com

TO: Mayor James J. Fiorentini

FROM: Mary Carrington, Human Resources Director

DATE: March 16, 2012

RE: Consolidated Contracts

Attached please find the following consolidated contracts:

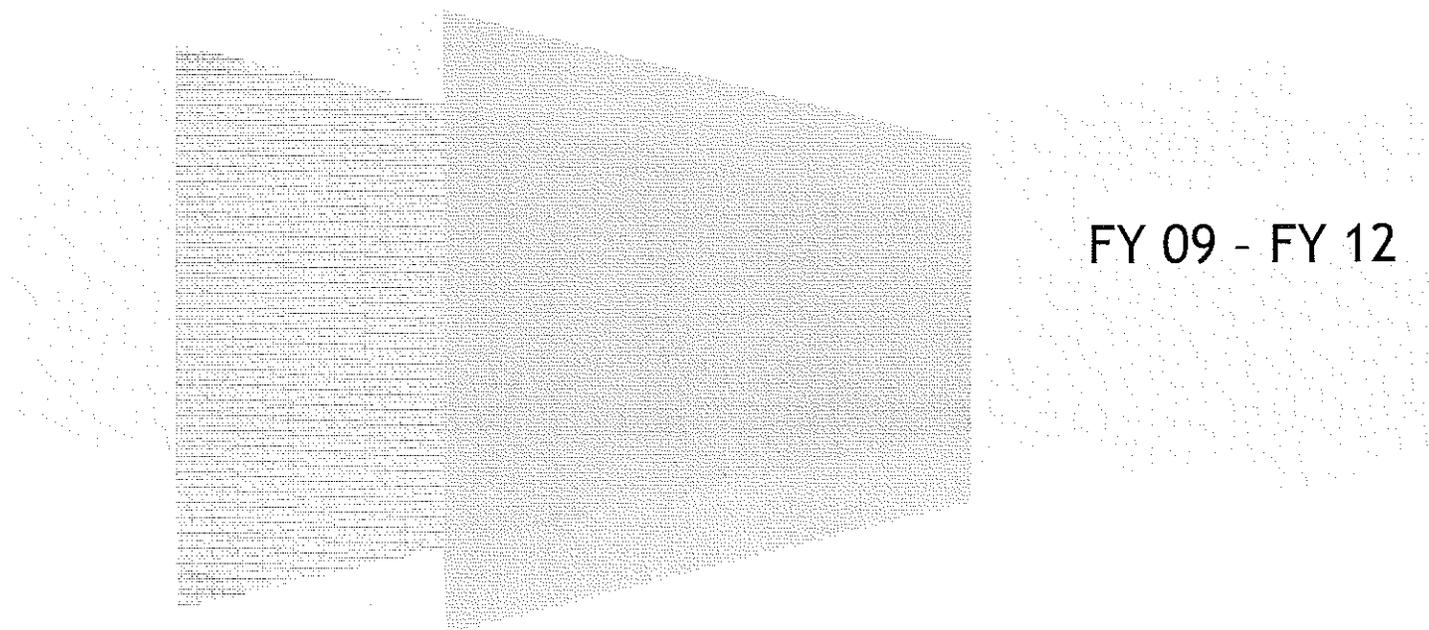
- ❖ Water Purification Group
- ❖ Conservation, Dog Officers, Police Mechanics, Police Building Maintenance Craftsman/Custodian, Building Custodian Group

Please place on file with the Haverhill City Council.

MC/dlm

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



FY 09 - FY 12

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| 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 |

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 TCH) | \$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.

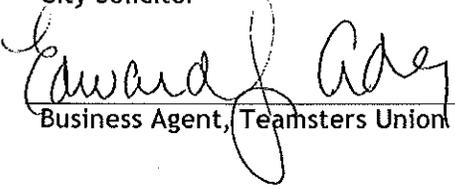
EXECUTED this _____ DAY OF _____ .

APPROVED AS TO FORM

CITY OF HAVERHILL

City Solicitor

Its Mayor



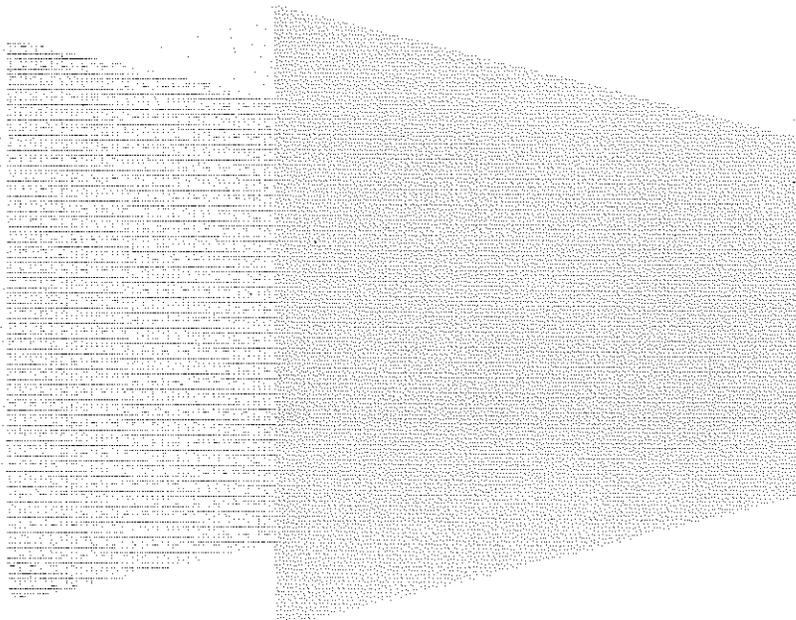
Business Agent, Teamsters Union Local 170

3/14/12

Date

**LABOR AGREEMENT
BETWEEN
THE CITY OF HAVERHILL
AND
THE CONSERVATION OFFICERS, DOG OFFICERS, POLICE MECHANICS (Motor Equipment
Repairmen), POLICE BUILDING MAINTENANCE CRAFTSMEN/CUSTODIANS
and PUBLIC PROPERTY BUILDING CUSTODIANS GROUP
TEAMSTERS LOCAL #170**

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



FY 09 - FY 12

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| 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 AND ALLOWANCES | 4 |
| 8 COURT TIME | 7 |
| 9 VACANCIES (CONSERVATION OFFICER) | 7 |
| 10 INJURY LEAVE | 7 |
| 11 SICK AND BEREAVEMENT LEAVE | 7 |
| 12 HOLIDAYS | 9 |
| 13 VACATION LEAVE | 10 |
| 14 JURY DUTY AND MILITARY LEAVE | 11 |
| 15 DEATH BENEFITS | 11 |
| 16 MEDICAL BENEFITS | 11 |
| 17 SAFETY AND DEFECTIVE EQUIPMENT | 12 |
| 18 NEW EQUIPMENT RE-OPENING CLAUSE | 12 |
| 19 NON-DISCRIMINATION | 12 |
| 20 MAINTENANCE OF STANDARDS | 13 |
| 21 NO STRIKE OR LOCKOUT | 13 |
| 22 GRIEVANCE PROCEDURE | 13 |
| 23 TIME OFF FOR UNION BUSINESS | 13 |
| 24 CIVIL SERVICE | 13 |
| 25 DUTY ASSIGNMENTS | 14 |
| 26 DAYS DUE | 14 |
| 27 SHIFT DIFFERENTIAL | 14 |
| 28 TERMINATION | 14 |

AGREEMENT

CONSERVATION OFFICERS, DOG OFFICERS, POLICE MECHANICS (Motor Equipment Repairmen), POLICE BUILDING MAINTENANCE CRAFTSMEN/CUSTODIANS and PUBLIC PROPERTY BUILDING CUSTODIANS

THIS AGREEMENT made and entered into on this _____ day of _____ by and between the CITY OF HAVERHILL, MASSACHUSETTS, hereinafter referred to as "THE CITY" and "TEAMSTERS LOCAL UNION NO. 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 1: RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for all Conservation Officers, Dog Officers, Police Mechanics, Police Building Maintenance Craftsmen/Custodians and Public Property Custodians in the City of Haverhill.

ARTICLE II: UNION SECURITY

Section 1. All present employees who are members of the Union of the effective date of this Agreement shall remain members in good standing for the term of this Agreement.

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

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

In accordance with the policy set forth under subparagraph (1) and (2) of this Section all employees shall as a condition of continued employment pay to the Local Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Section 2. **Payroll Deduction of Union Dues:** Upon receipt of signed authorization from employees in the bargaining unit, the City shall deduct from the employee's pay the dues payable by such employees to the Union. Deductions shall be remitted to the Union no later than ten (10) days from the date on which the deductions were made. The City shall

furnish the Union with a record of each deduction showing the amount and the employee from whom such deduction was made.

Section 3. Credit Union Deductions: 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 4. Union Security Provision: 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 STEWARD

The Union shall have the right to designate a Shop Steward and an alternate. The Shop Steward shall be permitted to leave his/her post for 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 Department Head/Supervisor 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 AND PROMOTION

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

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

Section 3. Break in Seniority: Seniority shall be broken when an employee (a) is terminated voluntarily; (b) is discharged for just cause or (c) exceeds an authorized leave of absence. All employees hired after the effective date of this Agreement will have to serve a period of twice the length of absence before prior service will be added to seniority.

Section 4. Posting Seniority List: A Seniority List of all employees covered by this Agreement showing name, position and date of entering to service, will be posted promptly on appropriate bulletin boards accessible to all employees affected. The roster will be revised and posted in January 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. There shall be a separate seniority list for Dog Officers and Conservation Officers.

ARTICLE VI: HOURS OF WORK AND OVERTIME

Section 1. Conservation Officers: The hours of the day shift shall be from 7:00 a.m. to 5:00 p.m., each day, and shall be worked in uninterrupted succession. The present practice of maintaining seven (7) day coverage and shift schedule shall be maintained for the duration of this contract. Officers on duty, held over for any reason beyond the above shifts shall be guaranteed a minimum of two (2) hours pay at time and one-half. All time worked in excess of the Two (2) hours shall be compensated to the next one half (1/2) hour. Officers called back to work when off duty for any reason, shall be compensated at least four (4) hours at time and one-half in the event that over time actually worked is less than four (4) hours. Any employee working in a higher classification shall receive the higher rate of pay.

Conservation Officers shall receive an additional 10% for all work performed on Saturdays, Sundays and Holidays.

Section 2. Dog Officers: The work week for Dog Officers shall be as follows:

Shift A: Five (5) consecutive days Monday through Friday inclusive from 8:00 a.m. to 4:00 p.m. One-Half (1/2) hour for lunch and two (2) fifteen (15) minute breaks.

Shift B: Monday, Tuesday and Wednesday from 3:00 p.m. to 11:00 p.m. Saturday and Sunday from 8:00 a.m. to 4:00 p.m. One-Half (1/2) hour for lunch and two (2) fifteen (15) minute breaks.

Call In/Snow Emergencies - All overtime and snow emergencies shall be paid at the rate of time and one-half. Any employee called shall be paid a minimum of four (4) hours at the overtime rate. However, the employee may be required to remain on the job.

The employees working the Evening/Weekend shift shall receive a differential of 10% additional of wages.

Section 3. Police Mechanics: The work week for Police Mechanics shall be as follows:

Five (5) consecutive days Monday through Friday inclusive from 7:30 a.m. to 4:30 p.m. One (1) hour for lunch and two (2) fifteen (15) minute breaks.

Call In/Snow Emergencies - All overtime and snow emergencies shall be paid at the rate of time and one-half. Any employee called shall be paid a minimum of two (2) hours and if on weekends shall be paid a minimum of four (4) hours at the overtime rate. However, the employee may be required to remain on the job.

All assignments of extra shifts and/or overtime will be distributed as evenly as possible on a rotating basis. There shall be a record kept of such distribution and said record will reflect the date that a detail is offered, the dollar value of the detail and whether or not the officer accepted or refused same.

Section 4. Police Building Maintenance Craftsmen/Custodians: The work week for Police Building Maintenance Craftsmen/Custodians shall be as follows:

Shift A: Monday, Tuesday, Thursday, Friday from 8 a.m. to 4 p.m. and Wednesday and Saturday from 8 a.m. to 12 p.m.

Shift B: Monday, Tuesday, Wednesday, Friday from 3 p.m. to 11 p.m., Thursday from 3 p.m. to 7 p.m. and Sunday from 8 a.m. to 12 p.m.

Call In/Snow Emergencies - All overtime and snow emergencies shall be paid at the rate of time and one-half. Any employee called shall be paid a minimum of two (2) hours and if on weekends shall be paid a minimum of four (4) hours at the overtime rate. However, the employee may be required to remain on the job.

The employees working the Evening/Weekend shift shall receive a differential of 10% additional of wages.

Section 5. Custodians: The regular work day shall consist of eight (8) consecutive hours. The day shift shall extend from 6:45 A.M. to 2:45 P.M. (Monday - Friday) and the night shift shall extend from 3:00 P.M. to 11:00 P.M. (Tuesday-Saturday) and 4:00 P.M. to Midnight (Monday through Friday).

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

An employee called to work before his/her regular scheduled report time shall not be required to take off to compensate therefore. An employee reporting to work at his/her regular scheduled report time shall be guaranteed eight (8) hours work or pay. In the event of lay-off, the most junior person in classification shall be laid off and rehiring shall be in the inverse order of seniority. If extra work develops in another classification, then senior most employee laid off shall be offered the opportunity to work before the City hires from an outside department.

All emergency and overtime work shall be rotated according to seniority in classification. Any employee called in on an emergency shall be paid a minimum of four (4) hours at the overtime rate. On call backs for emergency purposes employees shall remain on job only long enough to complete the work required to correct emergency condition. Employees shall receive the four (4) hour guarantee for each CALL BACK.

Any employee working in a higher pay classification for two or more hours during the day shall receive the higher rate of pay for the entire day. If first step of higher classification is not at least 25 cents per hour over and above employee's regular rate of pay, then he/she shall receive the top step in the higher classification.

A custodian working in a higher classification on a weekly basis shall receive a raise of twenty-five dollars (\$25) on the salary scale for the entire week.

All time worked on Saturday shall be paid for at the time and one-half rate and a minimum pay of four (4) hours shall be guaranteed, All time worked on Sunday shall be at the time and one-half rate.

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

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

ARTICLE VII: WAGES AND PRIVATE PAID DETAILS

Section 1. Conservation Officers: Step raises shall be six (6) months apart from date of hire or advancement.

Effective 7.1.2008 0%
Effective 7.1.2009 0%
Effective 7.1.2010 0%

Effective 7.1.2011 2% Step 1 Step 2
Senior Conservation Officer \$989.11 \$1,052.24

Effective 7.1.2011 2% Step 1 Step 2
Conservation Officer \$848.38 \$902.54

The following provisions shall govern the assignment of private paid details to Conservation officers where the detail is to be paid for by an outside individual, group, corporation or organization.

1(a) No such assignment shall be made until the person or organization requesting the same has agreed to pay the following rates:

Private Detail: four (4) hours minimum \$38.00 hour.

All assignments of extra shifts and/or overtime will be distributed as evenly as possible on a rotating basis. There shall be a record kept of such distribution and said record will reflect the date that a detail is offered, the dollar value of the detail and whether or not the officer accepted or refused same.

The keeping of this record will be required by the Department Head/Supervisor or such person he/she shall designate.

All assignments for private details, extra shifts or overtime shall be distributed to all officers.

Educational Incentive Pays: The City agrees to pay \$6,400.00 per annum to a Conservation Officer for a Bachelor's degree in a related field of Environmental Science. This provision benefits the work in the expanded Trail responsibilities.

Clothing Allowance: Each Conservation Officer will be given a semiannual clothing allowance in the amount equal to the amount received by the Police Department per year. It is hereby specifically agreed that any protective equipment by an officer for the performance of his/her duty shall be supplied by the City and not be considered as part of his/her uniform allowance as set above. Any requirements for a new original issue or items of clothing or equipment prescribed by the Department shall be furnished to the members of the Department at the City's expense. This, however, shall not include items of clothing or equipment used by the members of the Department at their own request.

The above clothing allowance shall be automatically increased if any other municipal group receives a higher allowance. Each member in each classification of this Agreement will be given an annual cleaning allowance in the amount of One Hundred (\$100.00) Dollars per year.

Effective 7.1.10 The City will increase the amount of the Clothing Allowance for all members by \$125.00. Such allowance to be paid the first week in July.

Hazardous Material Pay: Seven Hundred (\$700) Dollars per year. Officers must have a Hazardous Material Certificate.

Shooting Allowance: Shooting Allowance will be \$400.00 per year.

Longevity after 22 years: After twenty-two (22) years of service computed by counting reserve time, as well as regular time, employees will be entitled to a three percent (3%) premium on their base pay. This premium shall be paid weekly and it shall not apply to overtime, Quinn Bill or any other benefits. The premium shall be paid to each eligible employee for three (3) years, after which the premium will lapse for that employee.

Sick Leave Buy Back: Employees will be compensated upon retirement or death at the rate of twenty percent (20%) of the employee's daily wage rate in effect at the termination of employment for each day of sick leave accumulated after January 1, 1979. Accumulated sick leave prior to January 1979 shall not be affected by this agreement.

Section 2. Dog Officers

Step raises shall be six (6) months apart from date of hire or advancement.

Effective 7.1.2008 0%
Effective 7.1.2009 0%
Effective 7.1.2010 0%

| | | | |
|--------------------|----|----------|----------|
| Effective 7/1/2011 | 2% | Step I | Step II |
| Senior Dog Officer | | \$606.10 | \$639.87 |

| | | | |
|--------------------|----|----------|----------|
| Effective 7/1/2011 | 2% | Step I | Step II |
| Dog Officer | | \$529.08 | \$562.83 |

Clothing Allowance: Each Dog Officer will be given a semiannual clothing allowance in the amount equal to the amount received by the Police Department per year. It is hereby specifically agreed that any protective equipment by an officer for the performance of his/her duty shall be supplied by the City and not be considered as part of his/her

uniform allowance as set above. Any requirements for a new original issue or items of clothing or equipment prescribed by the Department shall be furnished to the members of the Department at the City's expense. This, however, shall not include items of clothing or equipment used by the members of the Department at their own request.

The above clothing allowance shall be automatically increased if any other municipal group receives a higher allowance.

Effective 7.1.10 The City will increase the amount of the Clothing Allowance for all members by \$125.00. Such allowance to be paid the first week in July.

Uniform policy for Dog Officers is to coincide with the Winter/Summer shifts of the Haverhill Police Department. Part of the uniform shall include: "navy blue chinos" and the wearing of a "tie" at all times.

Hazardous Material Pay: Seven Hundred (\$700) Dollars (changed from \$650) per calendar year.

Section 3. Police Mechanics - (Motor Equipment Repairmen) Step raises shall be six (6) months apart from date of hire or advancement.

Effective 7.1.2008 0%
 Effective 7.1.2009 0%
 Effective 7.1.2010 0%

| | | | | | |
|---------------------------------|----|---------|---------|----------|---------|
| Effective 7.1.2011 | 2% | Step I | Step II | Step III | Step IV |
| Police Mechanics (ME Repairmen) | | \$17.16 | \$18.40 | \$19.54 | \$20.62 |

Clothing Allowance: After six (6) months of service, Police Mechanics will receive a Clothing Allowance of Four Hundred (\$400.00) dollars per year.

Effective 7.1.10 The City will increase the amount of the Clothing Allowance for all members by \$125.00. Such allowance to be paid the first week in July.

Educational Incentive Pay: The City agrees to pay for courses applicable to the Mechanic's field if written approval is received from the Chief of Police. All mechanics are to be cross-trained in all areas relating to the care and maintenance of the department's vehicles.

Snow Fund: The Mechanics will be considered as "on-call status" during the snow season and will each receive Three Hundred (\$300.00) Dollars per year.

Tool Allowance: Mechanics will receive Three Hundred Fifty (\$350.00) Dollars per year for Tool Allowance.

Section 4. Police Building Maintenance Craftsmen/Custodians Step raises shall be six (6) months apart from date of hire or advancement.

Effective 7.1.2008 0%
 Effective 7.1.2009 0%
 Effective 7.1.2010 0%

| | | | |
|---|----|----------|----------|
| Effective 7.1.2011 | 2% | Step I | Step II |
| Building Maintenance Craftsperson/Custodian | | \$650.29 | \$689.31 |

Clothing Allowance: The City will provide a uniform cleaning service. Effective 7.1.10: After six (6) months of service, the employee will receive a clothing allowance of \$125.00 per year. Such allowance to be paid the first week in July.

Section 5. Building Custodians Step raise schedule is part of the contract. Step raises shall be twelve (12) months apart from date of hire or advancement. An employee hired and/or promoted after January 1st will remain on the agreed upon step. This may constitute a period of up to eighteen (18) months.

Effective 7.1.2008 0%
 Effective 7.1.2009 0%

Effective 7.1.2010 0%

| | | | | | | | |
|--------------------|----|----------|----------|----------|----------|----------|----------|
| Effective 7.1.2011 | 2% | Step I | Step II | Step III | Step IV | Step V | Step VI |
| Custodian | | \$518.74 | \$533.91 | \$549.53 | \$565.63 | \$582.19 | \$599.27 |

Clothing Allowance:

Effective 7.1.10 After six (6) months of service, the employee will receive a clothing allowance of \$125.00 per year. Such allowance to be paid the first week in July.

Section 6. Longevity

| | |
|---------------|-----------------|
| 5 - 10 years | \$1,000.00/year |
| 10 - 15 years | \$1,050.00/year |
| 15 - 20 years | \$1,100.00/year |
| 20 - 25 years | \$1,200.00/year |
| 25 - 30 years | \$1,400.00/year |

ARTICLE VIII: COURT TIME

Any Conservation Officer who appears in court on behalf of the Commonwealth of Massachusetts shall be paid for his/her appearance therein, a minimum of four (4) hours pay at the rate of time and one half. Conservation officers shall be paid for appearance in court at the minimum rate of four (4) hours pay in any Civil Criminal matter wherein the party issuing the summons fails to compensate the officer. Payment by the Department on this clause shall not exceed One Thousand (\$1,000.00) Dollars annually.

ARTICLE IX: VACANCIES

If a Conservation Officer is hired for the purpose of filling a vacancy on a given shift as a result of another Conservation Officer being sick, injured or on vacation, the officer so hired will fill the specific vacancy where the person is absent as a result of the above, provided the person so hired is qualified to fill the position.

ARTICLE X: INJURY LEAVE

Members of the Conservation Department who are injured in the line of duty shall receive full pay while their incapacity exists, or until the date of their disability retirement. All as set out in the Massachusetts General Laws. All injuries and recurrences of injuries shall be reported as required by the Department of Regulations affixed hereto. The rights of the parties that are set forth in this Agreement shall be supplemental to those which now exist in the Ordinances of the City of Haverhill and the General Laws of the Commonwealth of Massachusetts, more specifically, Chapter 41 thereof.

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 July 1, 2010 shall be credited with sick leave with pay not to exceed nine (9) working days for each year of service, at the rate of three-quarters (.75) day per month, provided that said leave is caused by sickness or injury which incapacitates the employee in the performance of this or her duties.

Section 1B. When an employee is out on sick leave for four (4) consecutive workdays, the Department Head may require the employee to produce a physician's certificate of his/her illness and of his/her fitness to return to work (or at the Department Head's option to be examined by the City doctor). The Department Head may require an employee to produce a physician's certificate of his/her illness and of his/her fitness to return to work (or at the Department

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

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

Section 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 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 the due. Sick leave credits shall not accrue for services in excess of the number of hours normally employed. An employee whose service is terminated or discontinued voluntarily by the employee shall not be entitled to compensation in lieu of sick leave credit not used.

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

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

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

Section 7. Absence Due to Sickness; When an employee is absent because of sickness, such absence shall be charged off against any accumulated sick leave credits in multiples of on-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 Amesbury Health Center 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, 1979, as stipulated or amended by bargaining agreements in effect. In the absence of a current collective bargaining agreement, eligible employees shall refer to their previous contractual agreement.

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

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

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

Section 14. Bereavement Leave: 5 days for parent, spouse, child; 3 days for brother, sister, foster parent, grandparent, grand child, foster child, spouse's parents; 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 (5) days of annual leave will be granted. Such days of annual leave must be taken during the next working quarter with the approval of the Supervisor/Department Head. Bereavement leave, family sick leave and/or personal leave days shall not be considered as absences in applying this provision.

Section 16. Furlough Days: FY 2010 - The City agrees to the following conditions for members of this group as it relates to FY 2010 Furlough days:

- Cancel the Furlough day scheduled for Friday, May 28, 2010
- Reimburse the member for one (1) day's pay of a previously served Furlough day. The amount will be paid by check by June 30, 2010.
- For the three (3) remaining furlough days served in FY10, the member will, upon separation from employment, be reimbursed for the three (3) days at the future applicable rate.

In the event that any other unionized City employees are furloughed in Fiscal 2011 (7/1/10-6/30/11), then the Union will agree to be furloughed for no more than five (5) days. Upon separation from employment, employees will be reimbursed for lost wages from the furlough days. The Union will cooperate with their Department Head to schedule furlough days off.

ARTICLE XII: HOLIDAYS

Section 1. Dog Officer, Police Mechanics, Police Building Maintenance Craftsmen/Custodians, Building Custodians: The following shall be recognized as paid Holidays and all employees shall be paid eight (8) hours straight time pay therefore: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, irrespective of the day on which the holiday falls.

Section 2. Conservation Officers: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day. Holiday

pay shall be computed at one fourth (¼) of the employee's weekly salary, and shall be paid to each employee over his/her weekly salary, whether he/she worked the holiday , was on vacation, emergency leave, injury leave, sick leave or death leave. Officers may elect to take a "Day Due" or pay.

Section 3. Personal Day: All employees shall be entitled to five (5) (changed from 4) personal days with pay in each calendar year for personal reasons. An employee must work six (6) months prior to becoming eligible to use these five (5) Personal Days - One (1) of the five (5) days to be used the day after Thanksgiving. During the first six (6) months of employment, a Personal Day may be granted on an emergency basis by the Department Head. The employee must notify the Department Head or his/her designee a reasonable time in advance. The Department Head or designee shall not unreasonably withhold personal leave.

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

ARTICLE XIII: 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's vacation with pay. After twelve (12) consecutive months of employment with the City, every full-time employee shall be entitled to two (2) calendar weeks of vacation leave with pay in each vacation year, effective on the anniversary date of employment. Any employee who has completed five (5) years but less than ten (10) years of employment with the City shall be granted three (3) calendar weeks of vacation leave with pay in each vacation year. Any employee who has completed ten (10) years of employment shall be granted four (4) weeks of vacation leave with pay in each vacation year.

Commencing with the 21st year of employment each employee shall be entitled to one (1) additional day each year until 25 years of employment, at which time the employee shall be eligible for a total of five (5) vacation weeks.

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

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

Section 5. Determination of Years of Service for Vacation Credits:

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

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

Section 7. Accumulation of Vacation Leave Prohibited: All City employees including Department Heads must use vacation credits during the calendar year in which those credits are earned. Under certain circumstances employees

may request permission to carry over vacation credits based on unusual needs or conditions. All requests shall be made in writing and along with the Department Heads' recommendations shall be submitted to the Human Resources Office by November 1st of each year for submission to the Mayor no later than November 15th each year. Requests shall be accompanied by a schedule showing how the total remainder of vacation credits will be used in the following year. Upon submission, up to fifty percent (50%) 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 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 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 XIV: JURY DUTY & MILITARY RESERVE

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

ARTICLE XV: DEATH BENEFITS

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

ARTICLE XVI: 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.

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

Section 3. Section 125 of the IRS code, pre-tax for health, life and dental insurance.

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

Section 4. Death Benefit - Conservation: The City agrees to maintain line of duty death benefit insurance on all Conservation Officers in the amount of \$4,000.00.

ARTICLE XVII: SAFETY AND DEFECTIVE EQUIPMENT

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

ARTICLE XVIII: NEW EQUIPMENT RE-OPENING 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 XIX: NON-DISCRIMINATION

There shall be no discrimination by the Union or the City against any employee because of race, creed, or color, national origin, age, sex or handicap. The City and the Union affirm their joint opposition to any discriminatory practice in connection with employment, promotion or training, recognizing that the public interest requires the full utilization of employees' skill and ability without regard to consideration of race, creed, color, national origin, age, sex or handicap. The City and the Union will maintain a policy of affirmative action in regard to discrimination.

ARTICLE XX: 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 XXI: NO STRIKE OR LOCKOUT

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

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

ARTICLE XXII: GRIEVANCE PROCEDURE

Should any employee or group of employees feel aggrieved concerning his/her wages, hours or working conditions, which wages, hours, or conditions are governed by this Agreement, or which are provided for by any statute, provision, ordinance, rule, regulation or policy, which is not in conflict with this Agreement, concerning any matter or condition arising out of employer-employee relationship, including any claim of unjust discrimination or any matter or condition of his/her or their health and safety, adjustment shall be sought as follows:

- a) The employee shall within five (5) days of his/her knowledge of the grievance submit such grievance to the Shop Steward. If the Shop Steward cannot or does not resolve any said grievance, both the employee and the Shop Steward shall refer the grievance to the Department Head/Supervisor of the employee division.
- (b) If within five (5) days of being notified of the grievance the Department Head/Supervisor does not resolve the grievance to the satisfaction of the Union, the Union shall submit the grievance in writing to the Mayor for the purpose of resolving or adjusting the grievance.
- (c) If within five (5) days of being notified of the grievance the Mayor does not resolve the grievance to the satisfaction of the Union, the Union may submit the grievance to the Massachusetts State Board of Arbitration and Conciliation. The decision of the Board shall be final and binding upon both parties.

ARTICLE XXIII: 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 lost time.

ARTICLE XXIV: CIVIL SERVICE

It is agreed that the members covered by this Agreement shall retain their Civil Service status and all rights accruing to them which are now in effect or that may come into effect as amendments; all as set out and regulated by Chapter 31 of the General Laws of the Commonwealth of Massachusetts.

ARTICLE XXV: DUTY ASSIGNMENTS

The Department Head/Supervisor may reassign officers at his/her discretion. Provided however, that Conservation Officers shall have the right to select their shift by seniority and no officer shall be reassigned to a different shift without his/her consent.

ARTICLE XXVI: DAYS DUE

Conservation Officers will be able to carry up to (10) days due per calendar year.

ARTICLE XXVII: SHIFT DIFFERENTIAL

If the City desires to establish shifts other than the shifts presently in effect, such changes shall be subject to negotiations upon notice to the Union.

ARTICLE XXVIII: 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 as of July 1, 2010.

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

EXECUTED THIS _____ DAY OF _____

APPROVED TO FORM: CITY OF HAVERHILL

City Solicitor

Its Mayor

Ed Adley
Ed Adley, Business Agent
Teamsters Local Union #170
Business Agent

CITY CLERKS OFFICE
HAVERHILL, MASS.

2012 MAR 19 P 3:55

RECEIVED

CITY OF HAVERHILL

RECEIVED

Honorable President and Members of the Municipal Council:

2012 MAR 13 A 11:08

Date: 3-13-12

CITY CLERK'S OFFICE
HAVERHILL, MASS.

The undersigned respectfully asks to receive a license for TAG DAYS:

(3 Consecutive Days Only, one of which may include solicitation on a public way)

Haverhill Bowling Club
Organization

April 13 & 15 2012
Date(s)

John Holloran
Signature

Date - Solicitation on a Public Way

25 High St.
Residence

Canister

\$10.00
Fee

Y
Tag

Street Locations:

Off Street Locations:

Rosemont St and Main St. _____

Marked basket

Rte. 121 & Rte. 125 - Main St _____

CVS Pharmacy

Lowell Ave and River St _____

Rite Aids

Water St and Mill St _____

Dunkin Donuts

South Main St & Salem St
(Bradford Common) _____

Main St & Kenoza Ave
(Monument Square) _____

Recommendation by Police Chief

Approved _____
Denied _____

[Signature]
Police Chief

In Municipal Council, _____

Attest: _____
City Clerk

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

Date: March 2, 2012

The undersigned respectfully asks to receive a license for TAG DAYS:

(3 Consecutive Days Only, one of which may include solicitation on a public way)

Havill High Field Hockey
Organization

Oct 10 & 11 2012
Date(s)

J. Spavin Hobson
Signature

Date - Solicitation on a Public Way

30 Peabody St
Residence

Canister _____

2
Fee

Tag Y

Street Locations:

Rosemont St and Main St. _____

Rte. 121 & Rte. 125 - Main St _____

Lowell Ave and River St _____

Water St and Mill St _____

South Main St & Salem St
(Bradford Common) _____

Main St & Kenoza Ave
(Monument Square) _____

Off Street Locations:

Market Basket

Heavenly Donuts

Dunkin Donuts

Pete's Place

Recommendation by Police Chief:

Approved _____
Denied _____

[Signature]
Police Chief

In Municipal Council, _____

Attest _____
City Clerk

Date 2-28-12

The undersigned respectfully asks to receive a license to conduct business in the City of Haverhill as a:

Hawker or Peddler

Jim Conroy
hot dogs, chips, soda, cookies, canned chili, water, slush
Kind of Merchandise to be Sold

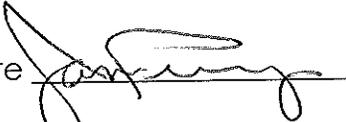
Location

New - Fixed Location New - Mobile Cart
 Renewal - Fixed Location Renewal - Mobile Cart

Bradford Common 4-1-2012 to 11-1-2012
Date and Time of Operation
9:00 AM to 9:00 PM

Name Jim Conroy

Residence 108 Pine Crest Ave
Lynn, MA

Signature 

Fee \$30

Bond on File

See Back for Phone Number/Date of Birth/Social Security #

M. P. [Signature]
Police Chief

Approved Denied

Health Department

Approved Denied

Wire Inspector

Approved Denied

Recreation Director (Stadium Only)

Approved Denied

Date 2-28-12

The undersigned respectfully asks to receive a license to conduct business in the City of Haverhill as an **Employee** of a Hawker Peddler

Name Kin T Hervey

Residence 13 Larch Rd
Georgetown, MA 01833

Signature Kin T Hervey

Fee _____

Location Bradford Common

Name of License Hawker Peddler at above location Jim Conroy
Bradford Common

New- Fixed Location

New- Mobile Cart

Renewal- Fixed Location

Renewal- Mobile Cart

See Back for Phone Number/ Date of Birth/ Social Security #

[Signature]
Police Chief

Approved Denied _____

Health Department

Approved _____ Denied _____

Wire Inspector

Approved _____ Denied _____

Recreation Director (Stadium Only)

Approved _____ Denied _____

6.1.3



City of Haverhill
Application for Permit

| | | | |
|--|---|--|-------------------|
| Name of Organization | Adam EVERS | | |
| Address of Organization | 1 HANSCOM Ave Haverhill MA | | |
| Requesting Permit for (List Type of event) | Benefit Pro Wrestling Show | Date & Time | 4/28/12 7PM START |
| Location of Event | 31.5 Chestnut St Braintree MA Sacred Heart School | | |
| Authorized or Contact Person | Adam EVERS | Telephone/Cell #/Pager # (Indicate if pager) 978 457 1948 | |

(To be completed for use of City Property/Outdoor Activity and other Special Events)

| | | | |
|---|-----------|------|-----------------------|
| Approval of Fire Chief (Where applicable) | | | |
| Approval of the Recreational Director Required for all recreational facilities | Signature | Date | Comments/Restrictions |
| Approval of the Chief of Police Required for all OUTDOOR EVENTS I.e., Parades/Carnivals/Community Events | Signature | Date | |

General Release & Indemnity Agreement

The Above organization in consideration of the permit granted by the City Council as above requested hereby renises, releases and forever discharges the City of Haverhill, its respectful employees, agents and attorneys from all manner of actions, causes of actions, debts, dues, claims and demands both in law and equity, more especially any and all claims as a result of the issuance of this permit and or use of any City Property, including, but not limited to, property damages and personal injuries resulting from the same.

Signature of Authorized Agent of Organization: Adam Evers Date: 3-7-12

Signature Witnessed by: _____ Date: _____

City Council will hear request for application on: _____ (date) _____ (time)
Applicant must attend Yes [] No []

Office Use

Permit

Permit approved on: _____ Proof of Insurance _____ # Detail Officers _____
Policy Number/Exp. Date _____

Attendance Limited to: _____ Other Restrictions/requirements: _____

Signed: _____ City Clerk Issued on: _____ Seal _____

Dear City Council.

My Name is Adam Evers and I have been resident of the city of Haverhill for the last 21 years. On December 18th 2011 my Aunt Karen LaPierre was hit and killed by a drunk driver on her way to Church she was stopped at heavenly doughnuts in Bradford and was loading doughnuts into her trunk for the congregation at the time of the accident.

I am looking to run a fundraising Wrestling Show, on April 28th 2012 with doors opening at 6:30 pm at the location of 31 south Chestnut Street, Bradford, MA in the Sacred Hearts School Gymnasium. Across the street from where she attended Mass daily.

The cost of tickets for this event will be \$10.00 or \$8.00 with Student ID
The doors will open at 6:30 and the event will conclude at appx 11pm
On Saturday Night April 28th.

The foundations that the proceeds will go to are: St. Vincent DePaul Food Pantry which serves Haverhill & Bradford Residents and M.A.D.D (Mothers Against Drunk Driving) which raises awareness of drunk driving.

Sincerely
Adam H Evers



1 Hanscom Ave
Haverhill, MA 01830

978-457-1948

kingoftheringannouncer@gmail.com

or

adamevers2448.ae@gmail.com

*See back for Social Security #
& date of birth for Mr. Evers.*



City of Haverhill

9.1

Application for Permit

| | | | |
|--|---------------------------------|--|----------------------|
| Name of Organization | Chamber of Commerce | | |
| Address of Organization | Merrimac St (Rain Date: May 20) | | |
| Requesting Permit for (List Type of event) | Kids fest | Date & Time | May 16 2012 11am-4pm |
| Location of Event | Parking Deck TOP level | | |
| Authorized or Contact Person | Paul Malone | Telephone/Cell #/Pager # (Indicate if pager) | 177D |

(To be completed for use of City Property/Outdoor Activity and other Special Events)

| | | | |
|---|-----------|------|-----------------------|
| Approval of Fire Chief (Where applicable) | | | |
| Approval of the Recreational Director Required for all recreational facilities | Signature | Date | Comments/Restrictions |
| Approval of the Chief of Police Required for all OUTDOOR EVENTS (i.e. Parades/Camпы/Community Events) | Signature | Date | |

General Release & Indemnity Agreement

The Above organization in consideration of the permit granted by the City Council as above requested hereby releases, releases and forever discharges the City of Haverhill, its respectful employees, agents and attorneys from all manner of actions, causes of actions, debts, dues, claims and demands both in law and equity, more especially any and all claims as a result of the issuance of this permit and or use of any City Property, including, but not limited to, property damages and personal injuries resulting from the same.

Signature of Authorized Agent of Organization: [Signature] Date: 5-12-12
 Signature Witnessed by: _____ Date: _____

City Council will hear request for application on: _____ (date) _____ (time)
 Applicant must attend Yes [] No []

Office Use

Permit

Permit approved on: _____ Front of Insurance: _____ # Detail Officers: _____
 Policy Number/Exp. Date: _____
 Attendance Limited to: _____ Other Restrictions/requirements: _____
 Signed: _____ Issued on: _____ Sent _____
 City Clerk



March 13, 2012

Haverhill City Council
4 Summer Street
City Hall Room 204
Haverhill, MA 01830

Dear Council Members:

The Greater Haverhill Chamber of Commerce Community Support Committee, in partnership with Merrimack Valley Hospital, Pentucket Medical Associates and Trinity EMS is hosting the annual KidsFEST on Sunday, May 6th, 2012, from 8:00 a.m. to 5:00 p.m. This is a free festival open to the public.

Here are some of the highlights planned for KidsFEST: the Haverhill Idol Jr. & Sr. competition, Karate demonstrations, musical performances, face painting, crafts, bouncy house, chalk walk, and new entertainment to spruce up this Haverhill tradition! There will also be plenty of food and fare sold by vendors, including our local restaurants, pizza stores, and non-profit organizations.

As usual we will work with Police Chief DeNaro and the Haverhill Police department on the event and hire sufficient police officers to assist with traffic and security. We would like to ask the City's permission to use the upper deck of the Merrimack Street parking lot as our new location for KidsFEST this year. We believe it will create better organization and structure, will help us to better monitor vendors, and will create a buzz in changing up our traditional event. The Haverhill Police Department is actively participating on the KidsFEST planning committee, officer Paul Malone is the chairperson heading the event this year.

We hope you will agree that this will be an exciting event and a worthwhile endeavor for the City of Haverhill and would like you to approve the following:

1. The sole use of the upper parking deck on Merrimack Street on Sunday, May 6th, 2012, from 8:00 a.m. to 5:00 p.m. allowing two hours before and one hour after for setup and cleanup of the area.
2. Permission to place signs at intersections throughout the city to promote the event.
3. Waiving of city vendor fees for this event.
4. In the event that we need to postpone the event due to inclement weather, permission to apply all of the above to a rain date of Sunday, May 20th, 2012.

We will attend the next City Council meeting to answer any of your questions or concerns. Thank you in advance for your support!

Sincerely,

James E. Jalaga
President/CEO

Cc: Mayor James Fiorentini



**CITY OF HAVERHILL
POLICE DEPARTMENT**

40 Bailey Boulevard
Haverhill MA 01830

Captain Michael Wrenn
Patrol Commander
(978) 722-1512
Mwrenn@HaverhillPolice.com

Dear Haverhill City Council

The Haverhill Police Department has no objection to the 2012 KidsFEST being held on the upper portion of the Merrimack Street parking deck. The police department has worked closely with the Chamber throughout the planning stages of this event; in fact, Officer Paul Malone is the chairperson of the event this year.

If you have any questions please feel free to contact me.



Capt. Michael J. Wrenn
Patrol Commander



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

P R O C L A M A T I O N

WHEREAS: There are more than 110,000 Americans and more than 2,900 in Massachusetts who are currently waiting for a life-saving organ transplant; and

WHEREAS: There are over one million life-enhancing tissue transplants each year that are made possible by the generous donation of corneas, bone, skin or other tissue, and;

WHEREAS: We can all help to save someone's life and benefit up to 50 recipients by signing up to become an organ and tissue donor by enrolling in the Massachusetts Donor Registry when we apply for - or renew - our drivers licenses or by registering on-line at www.donatelifenewengland.org; and

WHEREAS: Massachusetts is home to the pioneering efforts of many of the world's first organ transplant surgeons, it is fitting that Massachusetts continue its unique leadership role and join in the national goal of signing up 50% of our driving population to become donors and is dedicated to making it fast and easy to sign up to save a life through our Registry of Motor Vehicles; and

WHEREAS: This observance pays tribute to organ and tissue donors and their families whose decision to Donate Life enables others to receive life-saving organs and tissues for transplant,

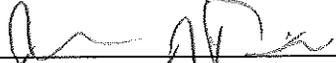
NOW, THEREFORE I JAMES J. FIORENTINI DO HEREBY PROCLAIM April, 2012,
as

DONATE LIFE MONTH

And urge all the citizens of the Commonwealth to take cognizance of this event and participate fittingly in its observance.



IN WITNESS WHEREOF, I hereunto
Set My Hand And Caused The Seal Of The
City Of Haverhill To Be Affixed This 24th
Day Of March In The Year Of Our Lord
Two Thousand and Twelve



JAMES J. FIORENTINI, MAYOR

CITY COUNCIL

- JOHN A. MICHITSON
PRESIDENT
- ROBERT H. SCATAMACCHIA
VICE PRESIDENT
- MICHAEL J. HART
- WILLIAM H. RYAN
- SVEN A. AMIRIAN
- MICHAEL S. MCGONAGLE
- WILLIAM J. MACEK
- COLIN F. LEPAGE
- MARY ELLEN DALY O'BRIEN



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978-374-2328
FACSIMILE: 978-374-2329
www.ci.haverhill.ma.us
citycncl@cityofhaverhill.com

DOCUMENTS REFERRED TO COMMITTEE STUDY

| | | | |
|---------|---|--------------------------|----------|
| #5-L/10 | Communication from Councillor Macek requesting to propose the enactment of a Safe Building Ordinance. | NRPP | 2/23/10 |
| 74-W/11 | Communication from Councillor Daly O'Brien requesting a discussion about lights at Kenoza Avenue and Webster Street | Public Safety | 9/27/11 |
| 74-X/11 | Communication from Co. Amirian requesting a discussion about proposed pig farm at Boxford Road | Planning & Dev. | 9/27/11 |
| 97-C/11 | Communication from Councillor Hall requesting a discussion about the odor from the Covanta plant in Ward Hill | Public Safety | 10/18/11 |
| 4 | Communication from Councillor Macek requesting a discussion regarding the proposed Monument Square traffic divider/island. | Planning & Dev. | 1/3/12 |
| 97-T/11 | Communication from Councillor Scatamacchia requesting a discussion regarding parking on River Street | Pubic Safety | 1/3/12 |
| 119/11 | Ordinance regarding Parks and Recreation: Amend Ch.11, Article II, Sections 4 through 8 of the City Code | Administration & Finance | 1/3/12 |
| 10 | Petition from Marlene Stasinos, Stasinos Farms, requesting to hang banner promoting their Pumpkin Festival; hang over intersection of Rte. 125 and Salem St. in Bradford, Oct. 1- Oct. 13, 2012 | A & F | 1/10/12 |
| 12-E | Communication from Councillor Scatamacchia requesting to introduce Vincent Kissel to speak regarding safety issues at Kenoza Avenue and Newton Road | Planning & Dev | 1/17/12 |
| 12-O | Communication from Councillor LePage requesting a discussion regarding City financial obligations and deficit projections for current fiscal year & beyond | A & F | 2/7/12 |
| 16-D | Order that the sum of \$34,623.00 be transferred from Capital Account – Rail Trail to new Capital Account – Backup Generator-Highway Building | A & F | 2/7/12 |
| 12-U | Communication from Councillor McGonagle requesting discussion regarding the issue of public safety as it relates to the railroad tracks | Public Safety | 2/28/12 |